



**STATE OF TENNESSEE  
DEPARTMENT OF FINANCE AND ADMINISTRATION**

**REQUEST FOR PROPOSALS  
FOR  
SYSTEMS NETWORK ARCHITECTURE (SNA)  
MAINTENANCE**

**RFP NUMBER: 317.03-128**

**August 17, 2005**

## **CONTENTS**

### **SECTION**

- 1 INTRODUCTION**
- 2 RFP SCHEDULE OF EVENTS**
- 3 PROPOSAL REQUIREMENTS**
- 4 GENERAL REQUIREMENTS & CONTRACTING INFORMATION**
- 5 PROPOSAL EVALUATION & CONTRACT AWARD**

### **RFP ATTACHMENTS:**

- 6.1 *Pro Forma* Contract**
- 6.2 Proposal Transmittal/Statement Of Certifications & Assurances**
- 6.3 Technical Proposal & Evaluation Guide**
- 6.4 Cost Proposal & Scoring Guide**
- 6.5 Proposal Score Summary Matrix**
- 6.6 Reference Information Questionnaire**

# 1 INTRODUCTION

## 1.1 Statement of Purpose

The State of Tennessee, Department of Finance and Administration, hereinafter referred to as the State, has issued this Request for Proposals (RFP) to define the State's minimum service requirements; solicit proposals; detail proposal requirements; and, outline the State's process for evaluating proposals and selecting the contractor.

Through this RFP, the State seeks to buy the best services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are owned by minorities, women, persons with a disability, and small business enterprises, opportunity to do business with the state as contractors and sub-contractors.

The State intends to secure a contract for Systems Network Architecture (SNA) maintenance services. The State currently operates an SNA network that consists of an installed base of AT&T Paradyne (Avaya) network equipment as further defined in the "Scope of Services. The equipment is located in all counties throughout Tennessee and has been in place for approximately twenty (20) years. Vendor must be knowledgeable on all equipment listed in *Pro Forma* Contract Section C.3.a.

## 1.2 Scope of Service, Contract Period, and Required Terms and Conditions

The RFP Attachment 6.1, *Pro Forma* Contract details the State's required:

- Scope of Services and Deliverables in Section A;
- Contract Period in Section B;
- Payment Terms in Section C;
- Standard Terms and Conditions in Section D; and,
- Special Terms and Conditions in Section E.

The *pro forma* contract substantially represents the contract document that the proposer selected by the State MUST agree to and sign.

## 1.3 Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the State's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the State or in the employment practices of the State's contractors. Accordingly, all vendors entering into contracts with the State shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

The State has designated the following to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and applicable federal regulations.

Buddy Lea, Director  
 Division of Resource Development and Support  
 12<sup>th</sup> Floor, William R. Snodgrass TN Tower  
 312 8<sup>th</sup> Avenue North  
 Nashville, TN 37243  
 Phone: 615-741-6049

## 1.4 Assistance to Proposers With a Disability

A Proposer with a disability may receive accommodation regarding the means of communicating this RFP and participating in this RFP process. A Proposer with a disability should contact the RFP Coordinator to request reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

## **1.5 RFP Communications**

### **1.5.1 Unauthorized contact regarding this RFP with employees or officials of the State of Tennessee other than the RFP Coordinator detailed below may result in disqualification from this procurement process.**

#### **1.5.1.1 Interested Parties must direct all communications regarding this RFP to the following RFP Coordinator, who is the state of Tennessee's only official point of contact for this RFP.**

Ann Forshey, RFP Coordinator  
 Department of Finance and Administration  
 18<sup>th</sup> Floor, William R. Snodgrass TN Tower  
 312 8<sup>th</sup> Avenue North  
 Nashville, TN 37243  
 Phone: 615-741-1439  
 Fax: 615-741-4589  
 Email: ann.forshey@state.tn.us

#### **1.5.1.2 Notwithstanding the foregoing, Interested Parties may contact the staff of the Governor's Office of Diversity Business Enterprise for general, public information regarding this RFP, assistance available from the Governor's Office of Diversity Business Enterprise, or potential future state procurements.**

#### **1.5.2 The State has assigned the following RFP identification number that must be referenced in all communications regarding the RFP:**

RFP-317.03-128

#### **1.5.3 Any oral communications shall be considered unofficial and non-binding with regard to this RFP.**

#### **1.5.4 Each Proposer shall assume the risk of the method of dispatching any communication or proposal to the State. The State assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or electronic "postmarking" of a communication or proposal to the State by a deadline date shall not substitute for actual receipt of a communication or proposal by the State.**

#### **1.5.5 The RFP Coordinator must receive all written comments, including questions and requests for clarification, no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.**

#### **1.5.6 The State reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification. The State's official responses and other official communications pursuant to this RFP shall constitute an amendment of this RFP.**

#### **1.5.7 The State will convey all official responses and communications pursuant to this RFP to the potential proposers from whom the State has received a Notice of Intent to Propose.**

#### **1.5.8 Only the State's official, written responses and communications shall be considered binding with regard to this RFP.**

#### **1.5.9 The State reserves the right to determine, at its sole discretion, the method of conveying official responses and communications pursuant to this RFP (e.g., written, facsimile, electronic mail, or Internet posting). Most important documents will be posted on the following website:**

<http://state.tn.us/finance/oir/pcm/rfps.html>

- 1.5.10 Any data or factual information provided by the State, in this RFP or an official response or communication, shall be deemed for informational purposes only, and if a Proposer relies on such data or factual information, the Proposer should either: (1) independently verify the information; or, (2) obtain the State's written consent to rely thereon.

## 1.6 Notice of Intent to Propose

Each potential proposer should submit a Notice of Intent to Propose to the RFP Coordinator by the deadline detailed in the RFP Section 2, Schedule of Events. The notice should include:

- Proposer's name
- name and title of a contact person
- address, telephone number, and facsimile number of the contact person
- e-mail address of contact person

**NOTICE: A Notice of Intent to Propose creates no obligation and is not a prerequisite for making a proposal, however, it is necessary to ensure receipt of RFP amendments and other communications regarding the RFP (refer to RFP Sections 1.5, *et seq.*, above).**

## 1.7 Proposal Deadline

Proposals must be submitted no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. A proposal must respond to the written RFP and any RFP exhibits, attachments, or amendments. A late proposal shall not be accepted, and a Proposer's failure to submit a proposal before the deadline shall cause the proposal to be disqualified.

## 1.8 Pre-Proposal Conference

A Pre-Proposal Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. The purpose of the conference is to discuss the RFP scope of services. While questions will be entertained, the response to any question at the Pre-Proposal Conference shall be considered tentative and non-binding with regard to this RFP. Questions concerning the RFP should be submitted in writing prior to the Written Comments Deadline date detailed in the RFP Section 2, Schedule of Events. To ensure accurate, consistent responses to all known potential Proposers, the official response to questions will be issued by the State as described in RFP Sections 1.5, *et seq.*, above and on the date detailed in the RFP Section 2, Schedule of Events.

Pre-Proposal Conference attendance is not mandatory, and each potential Proposer may be limited to a maximum number of attendees depending upon overall attendance and space limitations. The conference will be held at:

Conference Room A  
15<sup>th</sup> Floor  
Snodgrass TN Tower  
312 8<sup>th</sup> Avenue North  
Nashville, TN 37243

## 2 RFP SCHEDULE OF EVENTS

The following Schedule of Events represents the State's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events will be between 8:00 a.m. and 4:30 p.m., Central Time.

<b>RFP SCHEDULE OF EVENTS</b>		
<b>NOTICE: The State reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. The State will communicate any adjustment to the Schedule of Events to the potential proposers from whom the State has received a Notice of Intent to Propose.</b>		
<b>EVENT</b>	<b>TIME</b>	<b>DATE</b> (all dates are state business days)
1. State Issues RFP		August 17, 2005
2. Disability Accommodation Request Deadline		August 24, 2005
3. Pre-proposal Conference	9:00 a.m.	August 26, 2005
4. Notice of Intent to Propose Deadline		August 30, 2005
5. Written Comments Deadline		September 2, 2005
6. State Responds to Written Comments		September 14, 2005
7. Proposal Deadline	2:00 p.m.	September 21, 2005
8. State Completes Technical Proposal Evaluations		September 30, 2005
9. State Opens Cost Proposals and Calculates Scores	9:00 a.m.	October 3, 2005
10. State Issues Evaluation Notice <u>and</u> Opens RFP Files for Public Inspection	9:00 a.m.	October 5, 2005
11. Contract Signing		October 17, 2005
12. Contract Signature Deadline		October 24, 2005
13. Performance Bond Deadline		October 25, 2005
14. Contract Start Date		November 7, 2005

### 3 PROPOSAL REQUIREMENTS

Each Proposer must submit a proposal in response to this RFP with the most favorable terms that the Proposer can offer. There will be no best and final offer procedure.

#### 3.1 Proposal Form and Delivery

3.1.1 Each response to this RFP must consist of a Technical Proposal and a Cost Proposal (as described below).

3.1.2 Each Proposer must submit one (1) original and five (5) copies of the Technical Proposal to the State in a sealed package that is clearly marked:

**“Technical Proposal in Response to RFP- 317.03-128 -- Do Not Open”**

3.1.3 Each Proposer must submit one (1) Cost Proposal to the State in a separate, sealed package that is clearly marked:

**“Cost Proposal in Response to RFP- 317.03-128 -- Do Not Open”**

3.1.4 If a Proposer encloses the separately sealed proposals (as detailed above) in a larger package for mailing, the Proposer must clearly mark the outermost package:

**“Contains Separately Sealed Technical and Cost Proposals for RFP- 317.03-128”**

3.1.5 The State must receive all proposals in response to this RFP, at the following address, no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events.

Department of Finance and Administration  
Office for Information Resources  
18<sup>th</sup> Floor, William R. Snodgrass TN Tower  
312 8<sup>th</sup> Avenue North  
Nashville, TN 37243

3.1.6 A Proposer may not deliver a proposal orally or by any means of electronic transmission.

#### 3.2 Technical Proposal

3.2.1 The RFP Attachment 6.3, Technical Proposal and Evaluation Guide details specific requirements for making a Technical Proposal in response to this RFP. This guide includes mandatory and general requirements as well as technical queries requiring a written response.

**NOTICE: No pricing information shall be included in the Technical Proposal. Inclusion of Cost Proposal amounts in the Technical Proposal shall make the proposal non-responsive and the State shall reject it.**

3.2.2 Each Proposer must use the Technical Proposal and Evaluation Guide to organize, reference, and draft the Technical Proposal. Each Proposer should duplicate the Technical Proposal and Evaluation Guide and use it as a table of contents covering the Technical Proposal (adding proposal page numbers as appropriate).

3.2.3 Each proposal should be economically prepared, with emphasis on completeness and clarity of content. A proposal, as well as any reference material presented, must be written in English and must be written on standard 8 1/2" x 11" paper (although foldouts containing charts, spreadsheets, and oversize exhibits are permissible). All proposal pages must be numbered.

- 3.2.4 All information included in a Technical Proposal should be relevant to a specific requirement detailed in the Technical Proposal and Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will in no way contribute to the evaluation process.
- 3.2.5 The State may determine a proposal to be non-responsive and reject it if the Proposer fails to organize and properly reference the Technical Proposal as required by this RFP and the Technical Proposal and Evaluation Guide;
- 3.2.6 The State may determine a proposal to be non-responsive and reject it if the Technical Proposal document fails to appropriately address/meet all of the requirements detailed in the Technical Proposal and Evaluation Guide
- 3.3 Cost Proposal**
- 3.3.1 The Cost Proposal must be submitted to the State in a sealed package separate from the Technical proposal.
- 3.3.2 Each Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.4, Cost Proposal and Evaluation Guide.
- 3.3.3 Each Proposer shall ONLY record the proposed cost exactly as required by the Cost Proposal and Evaluation Guide and shall NOT record any other rates, amounts, or information.
- 3.3.4 The proposed cost shall incorporate all costs for services under the contract for the total contract period.
- 3.3.5 The Proposer must sign and date the Cost Proposal.
- 3.3.6 If a Proposer fails to submit a Cost Proposal as required, the State shall determine the proposal to be non-responsive and reject it.



## **4 GENERAL REQUIREMENTS & CONTRACTING INFORMATION**

### **4.1 Proposer Required Review and Waiver of Objections**

Each Proposer must carefully review this RFP and all attachments, including but not limited to the *pro forma* contract, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called “comments”). Comments concerning RFP objections must be made in writing and received by the State no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Protests based on any objection shall be considered waived and invalid if these comments/objections have not been brought to the attention of the State, in writing, by the Written Comments Deadline.

### **4.2 RFP Amendment and Cancellation**

The State reserves the unilateral right to amend this RFP in writing at any time. If an RFP amendment is issued, the State will convey such amendment to the potential proposers who submitted a Notice of Intent to Propose. Each proposal must respond to the final written RFP and any exhibits, attachments, and amendments.

The State of Tennessee reserves the right, at its sole discretion, to cancel and reissue this RFP or to cancel this RFP in its entirety in accordance with applicable laws and regulations.

### **4.3 Proposal Prohibitions and Right of Rejection**

4.3.1 The State of Tennessee reserves the right, at its sole discretion, to reject any and all proposals in accordance with applicable laws and regulations.

4.3.2 Each proposal must comply with all of the terms of this RFP and all applicable State laws and regulations. The State may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP. The State may consider any proposal that does not meet the requirements of this RFP to be non-responsive, and the State may reject such a proposal.

4.3.3 A proposal of alternate services (*i.e.*, a proposal that offers services different from those requested by this RFP) shall be considered non-responsive and rejected.

4.3.4 A Proposer may not restrict the rights of the State or otherwise qualify a proposal. The State may determine such a proposal to be a non-responsive counteroffer, and the proposal may be rejected.

4.3.5 A Proposer may not submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the State may determine, at its sole discretion, the proposal to be a non-responsive counteroffer, and the proposal may be rejected.

4.3.6 A Proposer shall not submit more than one proposal. Submitting more than one proposal shall result in the disqualification of the Proposer.

4.3.7 A Proposer shall not submit multiple proposals in different forms. This prohibited action shall be defined as a Proposer submitting one proposal as a prime contractor and permitting a second Proposer to submit another proposal with the first Proposer offered as a subcontractor. This restriction does not prohibit different Proposers from offering the same subcontractor as a part of their proposals, provided that the subcontractor does not also submit a proposal as a prime contractor. Submitting multiple proposals in different forms may result in the disqualification of all Proposers knowingly involved.

4.3.8 The State shall reject a proposal if the Cost Proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any

other Proposer. Regardless of the time of detection, the State shall consider any of the foregoing prohibited actions to be grounds for proposal rejection or contract termination.

- 4.3.9 The State shall not contract with or consider a proposal from:
- 4.3.9.1 an individual who is, or within the past six months has been, an employee or official of the State of Tennessee;
  - 4.3.9.2 a company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an employee or official of the State of Tennessee (this shall not apply either to financial interests that have been placed into a "blind trust" arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity);
  - 4.3.9.3 a company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an employee or official of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,
  - 4.3.9.4 any individual, company, or other entity involved in assisting the State in the development, formulation, or drafting of this RFP or its scope of services shall be considered to have been given information that would afford an unfair advantage over other Proposers, and such individual, company, or other entity may not submit a proposal in response to this RFP.
  - 4.3.9.5 For the purposes of applying the requirements of RFP subsection 4.3.9, *et. seq.*, an individual shall be deemed an employee or official of the State of Tennessee until such time as all compensation for salary, termination pay, and annual leave has been paid.
  - 4.3.10 The State reserves the right, at its sole discretion, to waive a proposal's variances from full compliance with this RFP. If the State waives minor variances in a proposal, such waiver shall not modify the RFP requirements or excuse the Proposer from full compliance with such. Notwithstanding any minor variance, the State may hold any Proposer to strict compliance with this RFP.

#### **4.4 Incorrect Proposal Information**

If the State determines that a Proposer has provided, for consideration in this RFP process or subsequent contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect, that proposal shall be determined non-responsive and shall be rejected.

#### **4.5 Proposal of Additional Services**

If a proposal offers services in addition to those required by and described in this RFP, the additional services may be added to the contract before contract signing at the sole discretion of the State. Notwithstanding the foregoing, a Proposer shall not propose any additional cost amount(s) or rate(s) for additional services.

**NOTICE: The Proposer's Cost Proposal shall record only the proposed cost as required in this RFP and shall not record any other rates, amounts, or information. If a Proposer fails to submit a Cost Proposal as required, the State shall determine the proposal to be non-responsive and shall reject the proposal.**

#### **4.6 Assignment and Subcontracting**

- 4.6.1 The Proposer awarded a contract pursuant to this RFP may not subcontract, transfer, or assign any portion of the contract without the State's prior, written approval.

- 4.6.2 A subcontractor may only be substituted for a proposed subcontractor at the discretion of the State and with the State's prior, written approval.
- 4.6.3 At its sole discretion, the State reserves the right to refuse approval of any subcontract, transfer, or assignment.
- 4.6.4 Notwithstanding State approval of each subcontractor, the Proposer, if awarded a contract pursuant to this RFP, shall be the prime contractor and shall be responsible for all work performed.

#### **4.7 Right to Refuse Personnel**

At its sole discretion, the State reserves the right to refuse any personnel, of the prime contractor or a subcontractor, for use in the performance of a contract pursuant to this RFP.

#### **4.8 Insurance**

The State may require the apparent successful Proposer to provide proof of adequate worker's compensation and public liability insurance coverage before entering into a contract. Additionally, the State may require, at its sole discretion, the apparent successful Proposer to provide proof of adequate professional malpractice liability or other forms of insurance. Failure to provide evidence of such insurance coverage is a material breach and grounds for termination of the contract negotiations. Any insurance required by the State shall be in form and substance acceptable to the State.

#### **4.9 Licensure**

Before a contract pursuant to this RFP is signed, the apparent successful Proposer must hold all necessary, applicable business and professional licenses. The State may require any or all Proposers to submit evidence of proper licensure.

#### **4.10 Service Location and Work Space**

The service pursuant to this RFP is to be performed, completed, managed, and delivered as detailed in the RFP Attachment 6.1, *Pro Forma* Contract. Work space on the State's premises may be available for contractor use in accordance with the *pro forma* contract or at the State's discretion. Any work performed on the State's premises shall be completed during the State's standard business hours.

#### **4.11 Proposal Withdrawal**

A Proposer may withdraw a submitted proposal at any time up to the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. To do so, a proposer must submit a written request, signed by a Proposer's authorized representative to withdraw a proposal. After withdrawing a previously submitted proposal, a Proposer may submit another proposal at any time up to the Proposal Deadline.

#### **4.12 Proposal Errors and Amendments**

Each Proposer is liable for all proposal errors or omissions. A Proposer will not be allowed to alter or amend proposal documents after the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

#### **4.13 Proposal Preparation Costs**

The State will not pay any costs associated with the preparation, submittal, or presentation of any proposal.

#### **4.14 Disclosure of Proposal Contents**

Each proposal and all materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process. Notwithstanding, a list of actual proposers submitting timely proposals may be available to the public, upon request, directly after technical proposals are opened by the state.

Upon the completion of the evaluation of proposals, indicated by public release of an Evaluation Notice, the proposals and associated materials shall be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7). By submitting a proposal, the Proposer acknowledges and accepts that the full proposal contents and associated documents shall become open to public inspection.

#### **4.15 Contractor Registration**

All service contractors with state of Tennessee contracts must be registered through the Department of Finance and Administration's Service Provider Registry prior to contract approval. However, registration with the state is not required to make a proposal (any unregistered service provider must simply register as required prior to the final contract approval). Refer to the following Internet URL for more information about the Service Provider Registry and to register "on-line."

[www.state.tn.us/finance/rds/ocr/sprs.html](http://www.state.tn.us/finance/rds/ocr/sprs.html)

#### **4.16 Contract Approval**

The RFP and the contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Proposer with the apparent best-evaluated proposal or any other Proposer. Contract award and State obligations pursuant thereto shall commence only after the contract is signed by the Contractor and the head of the procuring state agency and after the contract is approved and signed by all other State officials as required by State laws and regulations.

#### **4.17 Contract Payments**

All contract payments shall be made in accordance with the contract's Payment Terms and Conditions provisions (refer to RFP Attachment 6.1, *Pro Forma* Contract, Section C). No payment shall be made until the contract is approved as required by State laws and regulations. Under no conditions shall the State be liable for payment of any type associated with the contract or responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before contract approval by State officials as required by applicable statutes and rules of the State of Tennessee or before the contract start date or after the contract end date specified by the contract.

#### **4.18 Contractor Performance**

The Contractor shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by the State. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, the State may inspect those areas of the Contractor's place of business that are related to the performance of the contract. If the State requires such an inspection, the Contractor shall provide reasonable access and assistance.

#### **4.19 Contract Amendment**

During the course of this contract, the State may request the Contractor to perform additional work for which the Contractor would be compensated. That work shall be within the general scope of this RFP. In such instances, the State shall provide the Contractor a written description of the additional work, and the Contractor shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Contractor's proposal to this RFP. If the State and the Contractor reach an agreement regarding the work and associated compensation, such

agreement shall be effected by means of a contract amendment. Any such amendment requiring additional work must be mutually agreed upon by the parties and signed by the Contractor and the head of the procuring state agency and must be approved by other State officials as required by State laws and regulations. The Contractor shall not commence additional work until the State has issued a written contract amendment and secured all required approvals.

#### **4.20 Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision shall not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Proposers shall be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

## 5 PROPOSAL EVALUATION & CONTRACT AWARD

### 5.1 Evaluation Categories and Maximum Points

The State will consider qualifications and experience, technical approach, and cost in the evaluation of proposals. The maximum points that shall be awarded for each of these categories are detailed below.

CATEGORY	MAXIMUM POINTS POSSIBLE
Qualifications and Experience	40
Technical Approach	30
Cost Proposal	30

### 5.2 Evaluation Process

The proposal evaluation process is designed to award the contract not necessarily to the Proposer of least cost, but rather to the Proposer with the best combination of attributes based upon the evaluation criteria.

- 5.2.1 The RFP Coordinator will use the RFP Attachment 6.3, Technical Proposal and Evaluation Guide to manage the Technical Proposal Evaluation and maintain evaluation records.
  - 5.2.1.1 The RFP Coordinator will review each Technical Proposal to determine compliance with mandatory requirements (refer to RFP Attachment 6.3, Technical Proposal and Evaluation Guide, Technical Proposal Section A). If the RFP Coordinator determines that a proposal may have failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the proposal and document its determination of whether: (1) the proposal meets requirements for further evaluation; (2) the State will request clarifications or corrections; or, (3) the State will determine the proposal non-responsive to the RFP and reject it.
  - 5.2.1.2 A Proposal Evaluation Team, made up of three or more State employees, will evaluate each Technical Proposal that appears responsive to the RFP.
  - 5.2.1.3 Each Proposal Evaluation Team member will independently, evaluate each proposal against the evaluation criteria in this RFP, rather than against other proposals, and will score each in accordance with the RFP Attachment 6.3, Technical Proposal and Evaluation Guide.
  - 5.2.1.4 The State reserves the right, at its sole discretion, to request Proposer clarification of a Technical Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion shall be limited to specific sections of the proposal identified by the State. The subject Proposer shall put any resulting clarification in writing as may be required by the State.
- 5.2.2 After Technical Proposal evaluations are completed, the RFP Coordinator will open the Cost Proposals and use the RFP Attachment 6.4, Cost Proposal and Evaluation Guide to calculate and document the Cost Proposal scores.
- 5.2.3 For each responsive proposal, the RFP Coordinator will add the average Technical Proposal score to the Cost Proposal score (refer to RFP Attachment 6.5, Proposal Score Summary Matrix).

### 5.3 Contract Award Process

- 5.3.1 The RFP Coordinator will forward the results of the proposal evaluation process to the head of the procuring agency who will consider the proposal evaluation process results and all pertinent

information available to make a determination about the contract award. The State reserves the right to make an award without further discussion of any proposal.

Notwithstanding the foregoing, to effect a contract award to a proposer other than the one receiving the highest evaluation score, the head of the procuring agency must provide written justification for such an award and obtain the written approval of the Commissioner of Finance and Administration and the Comptroller of the Treasury.

- 5.3.2 After the agency head's determination, the State will issue an Evaluation Notice to identify the apparent best-evaluated proposal on the Evaluation Notice date detailed in the RFP Section 2, Schedule of Events.

**NOTICE: The Evaluation Notice shall not create rights, interests, or claims of entitlement in either the Proposer with apparent best-evaluated proposal or any other Proposer.**

- 5.3.3 The State will also make the RFP files available for public inspection on the Evaluation Notice date detailed in the RFP Section 2, Schedule of Events.

- 5.3.4 The Proposer with the apparent best-evaluated proposal must agree to and sign a contract with the State which shall be substantially the same as the RFP Attachment 6.1, *Pro Forma* Contract.

However, the State reserves the right, at its sole discretion, to add terms and conditions or to revise *pro forma* contract requirements in the State's best interests subsequent to this RFP process. No such terms and conditions or revision of contract requirements shall materially affect the basis of proposal evaluations or negatively impact the competitive nature of the RFP process.

- 5.3.5 The Proposer with the apparent best-evaluated proposal must sign and return the contract drawn by the State pursuant to this RFP no later than the Contract Signature Deadline date detailed in the RFP Section 2, Schedule of Events. If the Proposer fails to provide the signed contract by the deadline, the State may determine that the Proposer is non-responsive to the terms of this RFP and reject the proposal.

- 5.3.6 If the State determines that the apparent best-evaluated proposal is non-responsive and rejects the proposal after opening Cost Proposals, the RFP Coordinator will re-calculate scores for each responsive Cost Proposal to determine the new, apparent best-evaluated proposal.

**ATTACHMENT 6.1****PRO FORMA CONTRACT**

The *pro forma* contract detailed in this attachment contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from this RFP.

**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
[STATE AGENCY NAME]  
AND  
[CONTRACTOR NAME]**

This Contract, by and between the State of Tennessee, [STATE AGENCY NAME], hereinafter referred to as the “State” and [CONTRACTOR LEGAL ENTITY NAME], hereinafter referred to as the “Contractor,” is for the provision of maintenance for the State’s installed base of AT&T Paradyne network equipment, as further defined in the “SCOPE OF SERVICES.”

The Contractor is [AN INDIVIDUAL / A FOR-PROFIT CORPORATION / A NONPROFIT CORPORATION / A SPECIAL PURPOSE CORPORATION OR ASSOCIATION / A FRATERNAL OR PATRIOTIC ORGANIZATION / A PARTNERSHIP / A JOINT VENTURE / A LIMITED LIABILITY COMPANY]. The Contractor’s address is:

[ADDRESS]

The Contractor’s place of incorporation or organization is [STATE OF ORGANIZATION].

**A. SCOPE OF SERVICES:**

A.1. The Contractor shall provide statewide on-site maintenance coverage for the State’s installed base of AT&T Paradyne network equipment. This maintenance coverage shall include Corrective Maintenance and Preventive Maintenance.

A.1.a. Corrective Maintenance is defined as maintenance activity intended to restore a unit to the state in which it can perform its intended function. The Contractor’s responsibilities for Corrective Maintenance shall include problem diagnosis and repair, parts, labor, and technical support.

All corrective maintenance within the metropolitan areas of Memphis, Jackson, Nashville, Knoxville, Chattanooga, and the tri-cities area of Kingsport, Bristol, and Johnson City will be started within two (2) hours after notification to the Contractor of equipment being inoperative. Maintenance for all other locations within the State will be started within three (3) hours after notification to the Contractor. A trained service representative must be on site with necessary parts and equipment to make necessary repairs within the time frames specified above.

Corrective maintenance must be available twenty-four (24) hours per day, seven (7) days per week (including State holidays) in all Tennessee counties.

A.1.b. Preventive Maintenance is defined as maintenance associated with preventing equipment failures. The Contractor’s responsibilities for Preventive Maintenance shall include all parts and labor required to maintain the installed equipment covered by this contract to be operationally and functionally equivalent to like-new equipment. The Contractor will perform preventive maintenance in accordance with procedures as specified by the Original Equipment Manufacturer (OEM) standards.



Preventive maintenance will be performed during periods of low use, as dictated by State agency requirements. Preventive Maintenance shall be performed between 8:00 AM and 5:00 PM, Monday through Friday (excluding State holidays).

- A.2. All maintenance services described herein shall be provided within the context of the following timeframes and special circumstances. The timeframes and circumstances related to the provision of services shall determine the applicable invoicing amounts as defined in Contract Section C.3.
  - A.2.a. Maintenance Services Provided Within the Principal Period of Maintenance (PPM). The PPM is defined as 8:00 AM – 5:00 PM CT, Monday through Friday (excluding State holidays). This is the primary means through which the services described herein shall be provided, and the State shall compensate the Contractor for these services as described in Contract Section C.3.a.
  - A.2.b. Maintenance Services Provided Under Special Circumstances Within the PPM Timeframe, as described in Contract C.3.b. Costs for these services shall only apply when the services meet the conditions given in Section C.3.b.
  - A.2.c. Maintenance Services Provided Outside the PPM. These costs shall only apply to maintenance services performed outside of the PPM timeframe. The State shall compensate the Contractor for these services as described in Contract Section C.3.c.
- A.3. All documentation, software manuals, diagnostic routines, and other aids necessary to perform maintenance under this contract shall be provided by the Contractor and shall remain property of the Contractor. The State, as a party to the contract, shall not be required to aid in the acquisition of documentation necessary to perform maintenance services covered under this Contract.
- A.4. An adequate number of qualified Contractor personnel shall be available for maintenance responsibility and technical support to meet all maintenance requirements. To be deemed “qualified,” to provide the SNA Maintenance Services, Contractor personnel must be able to accurately diagnose, escalate (if necessary), and repair problems within reasonable timeframes as defined in Contract Section A.9. The State reserves the right to request changes in the Contractor’s maintenance personnel assignments, if the State deems personnel to be under-qualified. The Contractor shall honor any such State requests.
- A.5. The methods the State will use to notify the Contractor of the need for Corrective Maintenance services are as follows:
  - A.5.a. If the equipment failure is on the portion of the Network utilizing automated diagnostics, the trouble will be reported to the Contractor via an automatic trouble-reporting feature. When trouble is automatically reported, the Contractor will generate a trouble ticket on the State’s Network Diagnostic System and will maintain current status until the trouble is cleared and the trouble ticket is closed.
  - A.5.b. If the equipment failure is in a portion of the Network not on the Diagnostic System, the method of notification will be to contact a “Dispatcher.” Notification time begins when the call is logged by the Contractor’s call receipt center and a tracking number is provided to the State. Method of contact will be by toll free, or local, telephone service provided by the Contractor.
  - A.5.c. The Contractor must provide one on-site skilled network engineer at the State’s Network Control Center from 8:00 AM until 5:00 PM, Monday through Friday (excluding State holidays) to provide services as described in Attachment A, “Statement Of Work For On-Site Network Management.” This network engineer must have NMS 6800/ATR experience. The engineer will have access to the State’s diagnostic controller. When trouble is automatically reported as required in Section A.4.a. or by the State’s Integrated Help Desk, the Contractor will perform tests to isolate the problem. If the problem is found to be in the equipment maintained by the Contractor, the Contractor shall dispatch a service representative. If the problem is in the communications facilities, the Contractor shall refer the problem to the appropriate vendor, under contract, as agent for the State and will oversee the problem until it is resolved.
- A.6. Upon termination of this Contract, the Contractor will be responsible for returning the equipment covered under this Contract to the OEM standard. If the equipment is not in good mechanical, electrical operating

condition or up to engineering levels, the Contractor agrees to return the equipment to a level suitable for OEM maintenance. These services shall be provided at no additional cost to the State.

- A.7. The Contractor shall maintain spare parts inventories in sufficient numbers and at strategic locations to meet the response requirements described in this Contract. OEM new standard parts or re-manufactured to be certified, as new parts shall be used in effecting repairs. The Contractor shall furnish all parts required to maintain all contracted devices operationally and functionally equivalent to like new equipment for the term of the Contract.

- A.8. Malfunction reports (or incident reports, etc.) must be furnished by the Contractor to the State upon completion of all maintenance calls. These reports shall, at a minimum, include:

Date and time notified  
 Date and time of arrival  
 Type and serial number(s) of unit(s)  
 Date and time repair is complete  
 Description of malfunction

The Contractor must send the completed incident report (or copy) to the State contact identified in Section E.2. of this Contract. The Contractor must also notify the Office for Information Resources (OIR) of the repair either in person or via State furnished toll free, or local telephone number. THE SERVICE CALL WILL NOT OFFICIALLY BE COMPLETE UNTIL OIR HAS BEEN NOTIFIED.

- A.9. The State required problem escalation procedure is to ensure that prolonged equipment outages receive Contractor management attention and assistance as may be necessary. The State requires that the following actions take place:

- A.9.a. The Contractor's service representative must notify Local Contractor Management after two (2) hours, if a problem has not been corrected. The time period starts when the field engineer starts working on the failed device. The Contractor must notify the State when arriving on site.

- A.9.b. Local Contractor Management must notify Regional Contractor Management after four (4) hours, if a problem has not been corrected. Telephonic regional technical assistance will commence within two (2) hours after regional notification. Regional technical assistance must be immediately dispatched to the operational site, if required by the State. Regional Contractor Management will coordinate every two (2) hours until the problem is resolved with the Site Operations Manager on the problem disposition. The Contractor must notify the State when on site.

- A.9.c. Contractor must identify each level of contact representative below:

#### LOCAL MANAGEMENT PROBLEM NOTIFICATION

- Location of Local Management
- Title of Local Management Notified
- Telephone Number of Management Notified

#### REGIONAL MANAGEMENT PROBLEM NOTIFICATION

- Location of Regional Management
- Title of Regional Management Notified
- Telephone Number of Management Notified

#### CORPORATE MANAGEMENT PROBLEM NOTIFICATION

- Location of Corporate Management
- Title of Corporate Management Notified
- Telephone Number of Management Notified

- A.10. The State of Tennessee requires systems engineering support related to the configuration and integration of many data communications access technologies across our Statewide network. This technical support is required primarily in Nashville, but includes periodic onsite assistance in State facilities throughout the

State. The system engineer must have experience in all of the State's diverse modem, digital service unit, T1 CSU/DSU, T1 multiplexing, network management system Comsphere 6800, and other equipment, and understand the State's intricate network. The requirement includes interaction with maintenance engineers and vendor technicians to facilitate maintaining the State's network uptime ratio of 99.8 percent or greater performance. The system engineering support must have a broad knowledge of interfaces, programming principles, twisted pair copper/fiber optics, and other transmission mediums including pin connections to assist the State as necessary in data communications equipment installations.

**B. CONTRACT TERM:**

B.1. Contract Term. This Contract shall be effective for the period commencing on November 7, 2005 and ending on November 6, 2007. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

B.2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than three (3) years, provided that the State notifies the Contractor in writing of its intention to do so at least thirty (30) days prior to the contract expiration date. An extension of the term of this Contract will be effected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract and shall be based upon rates provided for in the original contract.

**C. PAYMENT TERMS AND CONDITIONS:**

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed [WRITTEN DOLLAR AMOUNT] (\$[NUMBER AMOUNT]). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. Compensation Firm. The Service Rates and the Maximum Liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the Payment Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The categories of service payment are as follows:

C.3.a. Per-Month Cost for Maintenance Services Provided Within the Principal Period of Maintenance (PPM). Maintenance payments shall be made for line items currently installed and operational in the SNA network, as follows:

EQUIPMENT MODEL NUMBER	DESCRIPTION	MANTENANCE COST - PER ITEM PER MONTH
3610-A4-001	3610 MLTR DSU S/A	

EQUIPMENT MODEL NUMBER	DESCRIPTION	MANTENANCE COST - PER ITEM PER MONTH
MSD4C	CTS MSD4C Modem Sharing Device	
6821-G1-013	MEMORY EXP/UIP	
3000-F1-001	SHARED DIAG. CONTROL PANEL	
3000-F1-002	SHARED DIAGNOSTIC UNIT SDU	
25154	CHANNEL MODULE, 4 PORTS	
25160	QUAD RS232 LINK INTF	
25397	741 EXPANSION ENC	
6831-D1-100	BASE SFTW/6830	
6824-D1-201	NMW SFTW	
6825-D1-200	FULL FEAT WGS SFTW	
6825-D4-200	ALTERNATIVE FULL FEATURE WS SW	
6825-D4-530	FULL FTR WS SW UPGRD	
3000-B1-201	3000 CARRIER SHELF W/115V AC POWER MODULE	
3611-B3-001	3611 R3 CARRIER CARD DSU	
3610-A3-001	3610 R3 STANDALONE DSU	
3820-A1-001	3820 2 WIRE DIAL STANDALONE 110V	
3830-A1-001	3800 STANDALONE DIAL MODEM	
3981-B1-001	3811 PLUS V.34 NEST 2W	
6800-F4-027	16 MB MEMORY UPGRADE PKG	
6825-B1-113	FULL FEATURE WGS	
6825-B 1-112	BASIC WGS	
6825-B4-115	FULL FEATURE WH SW	
6800-B4-115	FULL FEATURE WSHW UP	
3611-B3-002	3611 R3 DSU W/INT 14.4 KBPL RES	
3611-B3-003	3611 R3 DSU W/INT TDM MODULAR	
3610-A3-002	3610 R3 W/INTG 14.4 KBPS RES	
3610-A3-003	3610 R3 DSU W/INTEGRAL TDM	
3810-A1-001	3810 2/4 WIRE DIAL/LEASE STANDALONE	
2512-21M	721 MINI-MUX; POWER 3001A PROC	
719SW1	SWITCHING MUX-BASIC	
2513-740	740 ACCULINK CHASSIS	
2513-74A	REDUNDANT 740 MUX WITH CSU	

<b>EQUIPMENT MODEL NUMBER</b>	<b>DESCRIPTION</b>	<b>MAINTENANCE COST - PER ITEM PER MONTH</b>
2513-84A	REDUNDANT 740 MUX WITH CSU	
2513-74M	742 AFN WITH CSU	
2513-84C	SIMPLEX 740 AFN W/CSU	
2513-84F	SIMPLEX 745 AFN W/3 LINKS	
2513-84G	SIMPLEX 741 AFN W/CSU	
2515-73A	ACCULINK 731 DSU/CSU	
3611-B4-001	56K DSU RACK MOUNT	
3982-A1-401	3820 PLUS V-34, 2 WIRE S/A MODEM	
4590-PMR	NETCARE PREMIER SERVICE (SEE ATTACHMENT A)	

Compensation for maintenance services within the principal period of maintenance (PPM) shall be at the rates set forth above. The total monthly amount that the Contractor shall invoice the State shall be determined as follows:

- i. The State shall provide to the vendor a monthly listing of items to be maintained. A "month" shall be defined as a calendar month.
- ii. Based on this listing, the Contractor shall determine the total number of each Equipment item, from the table above, that is currently in service in the State's SNA Network.
- iii. The Contractor shall multiply the numbers of each item in service times the "Maintenance Cost – Per Item Per Month" for that item from the table above.
- iv. The Contractor shall sum the results of the calculations in paragraph C.3.a.iii above, and the result shall be the total monthly invoice amount.

For each Equipment item that figures into the monthly invoicing calculation, if the item was in service for less than an entire month, the Contractor shall prorate the cost for that Equipment item such that the invoice only reflects the portion of the month that the item was actually in service.

**C.3.b. Hourly-Rate for Maintenance Services Provided Under Special Circumstances Within the PPM.** There are certain circumstances in which the State agrees to pay the Contractor on an hourly-rate basis, for services performed within the PPM. These circumstances are detailed below and are subject to State approval, on a case by case basis:

- i. A Contractor field engineer is requested by the State to wait for one hour or more after arriving on-site for equipment to become available for servicing, or to remain on-site after resolution of a problem, or to respond to provide support for equipment moves or changes.
- ii. The Contractor is requested, by the State, to repair damages or malfunctions caused by: (1) actions of non-Contractor personnel or the attachment of products not supported by the Contractor; (2) failure to follow manufacturer's installation, operation or maintenance instructions, including the State's failure to permit the Contractor timely remote access to the State's product; (3) failure of products not serviced by the Contractor; (4) abuse, misuse or negligent acts of non-Contractor personnel.
- iii. A Contractor field engineer is dispatched by the State and there is no trouble found in the Contractor supported equipment.

The payment for services under the circumstances described above shall be as follows:

SERVICE	PAYMENT RATE PER HOUR
<b>Maintenance Services Provided Under Special Circumstances Within the PPM</b>	<b>[\$XXX.XX]</b>

- C.3.c. Hourly-Rate for Maintenance Services Provided Outside the PPM. In some cases, the State may require the Contractor to provide maintenance services outside the PPM timeframe. In this event the State shall compensate the Contractor on an hourly-rate basis, at the following rates:

SERVICE	PAYMENT RATE PER HOUR
<b>Maintenance Services Provided Outside the PPM</b>	<b>[\$XXX.XX]</b>

- C.3.d. General Payment Methodology Information.

The Contractor shall not be compensated at an hourly-rate for time spent traveling to the primary location of service provision.

The Contractor shall submit monthly invoices for completed work, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall, at a minimum, provide a complete equipment inventory, including descriptions of the units of equipment and services, and all applicable monthly unit rates. No adjustments will be made for units added to or removed from maintenance during the month being billed. Invoices shall also include the number of hours worked, the applicable Payment Rate, and the total amount due the Contractor for the period invoiced.

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.6. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.
- C.7. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.8. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest," "Nondiscrimination," "Confidentiality of Records," and "HIPAA Compliance" (sections D.6, D.7, E.8, and E.9). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges against the State under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.10. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.11. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be

construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

- D.12. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

- D.13. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.14. Force Majeure. The obligations of the parties to this contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.15. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.16. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under ***Tennessee Code Annotated***, Sections 9-8-101 through 9-8-407.
- D.17. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.18. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.19. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:  
Dave Harrell



State of Tennessee  
 901 5<sup>th</sup> Avenue North  
 Nashville, TN 37243  
 615-741-1432

The Contractor:

[NAME AND TITLE OF CONTRACTOR CONTACT PERSON]  
 [CONTRACTOR NAME]  
 [ADDRESS]  
 [TELEPHONE NUMBER]  
 [FACSIMILE NUMBER]

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. Breach. A party shall be deemed to have breached the Contract if any of the following occurs:

- failure to perform in accordance with any term or provision of the Contract;
- partial performance of any term or provision of the Contract;
- any act prohibited or restricted by the Contract, or
- violation of any warranty.

For purposes of this contract, these items shall hereinafter be referred to as a "Breach."

a. Contractor Breach— The State shall notify Contractor in writing of a Breach.

- (1) In event of a Breach by Contractor, the state shall have available the remedy of Actual Damages and any other remedy available at law or equity.
- (2) Liquidated Damages— In the event of a Breach, the State may assess Liquidated Damages. The State shall notify the Contractor of amounts to be assessed as Liquidated Damages. The parties agree that due to the complicated nature of the Contractor's obligations under this Contract it would be difficult to specifically designate a monetary amount for a Breach by Contractor as said amounts are likely to be uncertain and not easily proven. Contractor hereby represents and covenants it has carefully reviewed the Liquidated Damages contained in above referenced, Attachment B and agree that said amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of Breach, and are a reasonable estimate of the damages that would occur from a Breach. It is hereby agreed between the parties that the Liquidated Damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the liquidated damage amount is in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or other section of this Contract.

The State may continue to withhold the Liquidated Damages or a portion thereof until the

Contractor cures the Breach, the State exercises its option to declare a Partial Default, or the State terminates the Contract. The State is not obligated to assess Liquidated Damages before availing itself of any other remedy. The State may choose to discontinue Liquidated Damages and avail itself of any other remedy available under this Contract or at law or equity; provided, however, Contractor shall receive a credit for said Liquidated Damages previously withheld except in the event of a Partial Default.

- (3) Partial Default— In the event of a Breach, the State may declare a Partial Default. In which case, the State shall provide the Contractor written notice of: (1) the date which Contractor shall terminate providing the service associated with the Breach; and (2) the date the State will begin to provide the service associated with the Breach. Notwithstanding the foregoing, the State may revise the time periods contained in the notice written to the Contractor.

In the event the State declares a Partial Default, the State may withhold, together with any other damages associated with the Breach, from the amounts due the Contractor the greater of: (1) amounts which would be paid the Contractor to provide the defaulted service; or (2) the cost to the State of providing the defaulted service, whether said service is provided by the State or a third party. To determine the amount the Contractor is being paid for any particular service, the Department shall be entitled to receive within five (5) days any requested material from Contractor. The State shall make the final and binding determination of said amount.

The State may assess Liquidated Damages against the Contractor for any failure to perform which ultimately results in a Partial Default with said Liquidated Damages to cease when said Partial Default is effective. Upon Partial Default, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Contractor agrees to cooperate fully with the State in the event a Partial Default is taken

- (4) Contract Termination— In the event of a Breach, the State may terminate the Contract immediately or in stages. The Contractor shall be notified of the termination in writing by the State. Said notice shall hereinafter be referred to as Termination Notice. The Termination Notice may specify either that the termination is to be effective immediately, on a date certain in the future, or that the Contractor shall cease operations under this Contract in stages. In the event of a termination, the State may withhold any amounts which may be due Contractor without waiver of any other remedy or damages available to the State at law or at equity. The Contractor shall be liable to the State for any and all damages incurred by the State and any and all expenses incurred by the State which exceed the amount the State would have paid Contractor under this Contract. Contractor agrees to cooperate with the State in the event of a Contract Termination or Partial Takeover.

- b. State Breach— In the event of a Breach of contract by the State, the Contractor shall notify the State in writing within 30 days of any Breach of contract by the State. Said notice shall contain a description of the Breach. Failure by the Contractor to provide said written notice shall operate as an absolute waiver by the Contractor of the State's Breach. In no event shall any Breach on the part of the State excuse the Contractor from full performance under this Contract. In the event of Breach by the State, the Contractor may avail itself of any remedy at law in the forum with appropriate jurisdiction; provided, however, failure by the Contractor to give the State written notice and opportunity to cure as described herein operates as a waiver of the State's Breach. Failure by the Contractor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such claim within one (1) year of the written notice of Breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by the Contractor.

- E.5. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished

shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.

E.6. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

- a. The Contract document and its attachments
- b. All Clarifications and addenda made to the Contractor's Proposal
- c. The Request for Proposal and its associated amendments
- d. Technical Specifications provided to the Contractor
- e. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

E.7. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed.

E.8. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

E.9. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.

- a. Contractor warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract.
- b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA.
- c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Contractor in compliance with HIPAA. This provision shall not apply if information received by the State under this Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA

permits the State to receive such information without entering into a business associate agreement or signing another such document.

- E.10. Date/Time Hold Harmless. As required by **Tennessee Code Annotated**, Section 12-4-118, the contractor shall hold harmless and indemnify the State of Tennessee; its officers and employees; and any agency or political subdivision of the State for any breach of contract caused directly or indirectly by the failure of computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.
- E.11. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by **Tennessee Code Annotated**, Section 8-6-106.

- E.12. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in **Tennessee Code Annotated**, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System, provides that if a retired member returns to State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to the Tennessee Consolidated Retirement System the amount of retirement benefits the Contractor received from the Retirement System during the period of this Contract.
- E.13. During the term of this Contract, the State reserves the right to amend Contract Section C.3.a to add AT&T Paradyne equipment. Any additions to Contract Attachment C.3.a shall be made by an amendment to the Contract, and the Maintenance Cost – Per Item Per Month on the new equipment shall be no greater than the maintenance cost for similar equipment already appearing in Section C.3.a. In the event that there is no equipment similar to the new equipment in the current version of Section C.3.a, then the Contractor shall provide the maintenance for a cost that is at or below a commercial cost deemed fair and reasonable by the State.

IN WITNESS WHEREOF:

[CONTRACTOR LEGAL ENTITY NAME]:

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[NAME AND TITLE]

Date

DEPARTMENT OF FINANCE AND ADMINISTRATION:

---

M. D. Goetz, Jr., Commissioner

Date

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

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M. D. Goetz, Jr., Commissioner

Date

COMPTROLLER OF THE TREASURY:

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John G. Morgan, Comptroller of the Treasury

Date

**CONTRACT ATTACHMENT A**

**STATEMENT OF WORK**

**For**

**ON-SITE NETWORK MANAGEMENT**

The Contractor will provide the services of an on-site skilled network engineer ("network engineer") to perform the following functions throughout the term of this Contract:

**STANDARD SERVICES:**

1. Provide fault isolation and problem management of Customer data communications equipment (DCE) and network during the Principal Period of Maintenance (PPM). The PPM is defined as 8:00 AM – 5:00 PM, Monday through Friday (excluding State holidays).
  - a. The on-site network engineer will serve as the State's point of contact for all data communications equipment (DCE) being managed pursuant to this Contract during the PPM. The primary network engineer will be supported/backed up by a secondary network engineer, locally, also familiar with the State's network.
  - b. The on-site network engineer will diagnose network conditions from host interface to remote terminal device utilizing Automated Trouble Reporting (ATR) initiated by the Data Management System, from the DCE device, or when a problem is reported to the on-site network engineer.
  - c. During the PPM, the on-site network engineer will isolate faulty network devices and circuits and dispatch repair personnel. The dispatch of repair personnel is governed by and limited to the terms and conditions of the appropriate service organization's maintenance contract with the State of Tennessee. Dispatches for repair of the equipment covered under this maintenance Contract made outside the PPM will be invoiced to the State at the hourly rate set forth in Section C.3 of this Contract.
  - d. During the PPM, the on-site network engineer will initiate trouble diagnosis, isolation and clearance activities for faulty DCE or refer the problem to the appropriate support organization and will expeditiously manage all problems to successful resolution. All troubles received via telephone and all forms of notification will be logged and tracked by the on-site network engineer during the PPM. Disruptive testing will not be initiated unless coordinated and agreed to by the State.
  - e. During the PPM, the on-site network engineer will keep the State informed about the progress made toward resolution of a problem whenever a significant change or event has occurred in the status of the trouble ticket. When a problem has exceeded agreed upon time limits, the on-site network engineer will escalate to the next appropriate higher level of management responsible for repairing the trouble, and will continue to escalate until the trouble is resolved.
  - f. Upon repair completion, diagnostic tests will be run to verify network operation.
2. The on-site network engineer will maintain a network profile at the State's Diagnostic Control Center and update profile of changes that take place in the network.
3. The on-site network engineer upon request will provide a network status report to the State.
4. The Contractor will issue a credit to the State for the actual dollar amount of any invoice received from another service vendor for a service dispatch that occurs as a direct result of misdiagnosis by an on-site network engineer. The total credits requested in any calendar month may not exceed the total monthly NETCARE PREMIER SERVICE charge, which is equipment model number 4590-PMR in Contract Section C.3.a. Credits not requested in writing sixty (60) days after the date of the incident are waived.

**CONTRACT ATTACHMENT B****Liquidated Damages****A. System and Device Downtime**

System downtime is that period of time when the system is inoperative and no scheduled workload can be accomplished due to a malfunction of the equipment or system software; or the system has been turned over to the Contractor for corrective maintenance.

Device downtime is that period when a device is inoperative and no scheduled workload can be accomplished on the device due to a malfunction of the device or system software, or the device has been turned over to the Contractor for corrective maintenance.

For purposes of computing Liquidated Damages Assessments, downtime shall commence at notification time. Downtime shall end when the system or device is returned to the State in operable condition ready to perform the scheduled workload and Network Control is notified that the repair has been completed. Liquidated Damages Assessments for equipment malfunctions shall be computed to the nearest whole hour.

**B. Liquidated Damages Assessment for System and Device Downtime**

If the system remains inoperative and cannot perform the scheduled workload due to an equipment malfunction through no fault or negligence of the State for a period of six (6) consecutive hours, the Contractor shall pay a Liquidated Damages Assessment to the State for each hour, including the six consecutive hours, of downtime. The amount of the Liquidated Damages Assessment paid for each hour of downtime shall be equal to one-quarter of one percent (0.25 percent) of the total monthly maintenance charges due under this contract, as described in Contract Section C.3.a, for the month during which the downtime occurred. The Liquidated Damages Assessment for system downtime shall not accrue to the State during those periods when the Contractor is denied access to the equipment. The assessment amount, for any calendar day, shall not exceed 1/30<sup>th</sup> of the total maintenance charges for the month in which the downtime occurred.

If a device remains unusable due to an equipment malfunction through no fault or negligence of the State for a period of six (6) consecutive hours, the Contractor shall pay a Liquidated Damages Assessment to the State for each hour, including the six consecutive hours, of downtime. The amount of the Liquidated Damages Assessment paid for each hour of downtime shall be equal to one-quarter of one percent (0.25 percent) of the total monthly maintenance charges for the device in question due under this contract, as described in Contract Section C.3.a, for the month during which the downtime occurred, plus similar assessments for any other device(s) maintained under this contract not usable as a result of the malfunction. No Liquidated Damages Assessment shall accrue to the State during those periods when the Contractor is denied access to the equipment. The assessment amount for each device, for any calendar day, shall not exceed 1/30<sup>th</sup> of the total maintenance charge for the device for the month in which the downtime occurred. During a period of downtime, the State may use operable equipment when such action does not interfere with corrective maintenance. The Liquidated Damages Assessment provisions relating to device unusability do not apply when the State is invoking a Liquidated Damages Assessment for system inoperability, as described in the previous paragraph.

All Liquidated Damages Assessments for equipment malfunctions shall be computed to the nearest whole hour.

**C. Exclusion**

Maintenance downtime Liquidated Damages Assessments apply only during the PPM period.

**D. Payment of Liquidated Damages Assessment**

The State may elect to have any accrued Liquidated Damages Assessments either paid directly to the State or applied as a reduction on any current or future sums payable by the State to the Contractor under this contract.

**ATTACHMENT 6.2****PROPOSAL TRANSMITTAL AND STATEMENT OF CERTIFICATIONS AND ASSURANCES**

*The Proposer must complete and sign this Technical Proposal Transmittal. It must be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the Proposer's chief executive, president, vice-president, or partner, this document shall attach evidence showing the individual's authority to bind the proposing entity.*

<b>PROPOSER LEGAL ENTITY NAME:</b>			
<b>PROPOSER FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b> (or Social Security Number)			
<p><b>The Proposer does hereby affirm and expressly declare confirmation, certification, and assurance of the following:</b></p> <ol style="list-style-type: none"> <li>1) This proposal constitutes a commitment to provide all services as defined in the RFP Attachment 6.1, <i>Pro Forma</i> Contract Scope of Services for the total contract period and confirmation that the Proposer shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the RFP Attachment 6.1, <i>Pro Forma</i> Contract.</li> <li>2) The information detailed in the proposal submitted herewith in response to the subject RFP is accurate.</li> <li>3) The proposal submitted herewith in response to the subject RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.</li> <li>4) The Proposers shall comply with:             <ol style="list-style-type: none"> <li>a) the laws of the State of Tennessee;</li> <li>b) Title VI of the federal Civil Rights Act of 1964;</li> <li>c) Title IX of the federal Education Amendments Act of 1972;</li> <li>d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government;</li> <li>e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government;</li> <li>f) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,</li> <li>g) the condition that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this RFP.</li> </ol> </li> <li>5) The Proposer shall comply with all of the provisions in the subject RFP and shall accept all terms and conditions set out in the RFP Attachment 6.1, <i>Pro Forma</i> Contract.</li> </ol>			
<b>PRINTED NAME:</b>		<b>DATE:</b>	
<b>SIGNATURE &amp; TITLE:</b>			
	Signature		Title



## ATTACHMENT 6.3

<b>TECHNICAL PROPOSAL &amp; EVALUATION GUIDE — SECTION A</b>			
<b>PROPOSER NAME:</b>			
<b>RFP COORDINATOR NAME:</b>		<b>DATE:</b>	
<b>RFP COORDINATOR SIGNATURE:</b>			
<b>SECTION A — MANDATORY REQUIREMENTS</b>			
<p>The Proposer must address ALL Mandatory Requirements section items and provide, in sequence, the information and documentation as required (referenced with the associated item references). The RFP Coordinator will review all general mandatory requirements, including but not limited to the following:</p> <ul style="list-style-type: none"> <li>▪ Proposal received on or before the Proposal Deadline.</li> <li>▪ Technical Proposal copies and Cost Proposal packaged separately.</li> <li>▪ Technical Proposal contains NO cost data.</li> <li>▪ Proposer did NOT submit alternate proposals.</li> <li>▪ Proposer did NOT submit multiple proposals in a different form.</li> <li>▪ Technical Proposal does NOT contain any restrictions of the rights of the State or other qualification of the proposal.</li> </ul> <p>The RFP Coordinator will also review the proposal to determine if the Mandatory Requirement Items (below) are met and mark each with pass or fail. For each requirement that is not met, the Proposal Evaluation Team must review the proposal and attach a written determination.</p> <p><b>NOTICE:</b> In addition to these requirements, the State will also evaluate compliance with ALL RFP requirements.</p>			

Proposal Page # (to be completed by Proposer)	Mandatory Requirement Items	State Use ONLY
		Pass/Fail
	<b>A.1</b> Provide the Proposal Transmittal and Statement of Certifications and Assurances (detailed in RFP Attachment 6.2) completed and signed, in the space provided, by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract.  <i><b>Each Proposer <u>must</u> sign the Proposal Transmittal and Statement of Certifications and Assurances without exception or qualification.</b></i>	
	<b>A.2</b> Provide the following as documentation of financial responsibility and stability. <ul style="list-style-type: none"> <li>▪ a current written bank reference, in the form of a standard business letter, indicating that the Proposer's business relationship with the financial institution is in positive standing</li> <li>▪ two current written, positive credit references, in the form of standard business letters, from vendors with which the Proposer has done business or, documentation of a positive</li> </ul>	

Proposal Page # (to be completed by Proposer)	Mandatory Requirement Items	State Use ONLY
		Pass/Fail
	<p>credit rating determined by a accredited credit bureau within the last 6 months</p> <ul style="list-style-type: none"> <li>▪ a copy of a valid certificate of insurance indicating liability insurance in the amount of at least One Million Dollars (\$1,000,000.00)</li> </ul>	
	<p><b>A.3</b> Provide a statement of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee) and, if so, the nature of that conflict.</p> <p><b><i>Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.</i></b></p>	

## TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION B

<b>PROPOSER NAME:</b>			
<b>EVALUATOR NAME:</b>		<b>DATE:</b>	
<b>EVALUATOR SIGNATURE:</b>			
<b>SECTION B — QUALIFICATIONS &amp; EXPERIENCE</b>			
<p>The Proposer must address ALL Qualifications and Experience section items and provide, in sequence, the information and documentation as required (referenced with the associated item references).</p> <p>A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's "qualifications and experience" responses.</p>			

Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items
	<b>B.1</b> Describe the Proposer's form of business ( <i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and detail the name, mailing address, and telephone number of the person the State should contact regarding the proposal.
	<b>B.2</b> Provide a statement of whether there have been any mergers, acquisitions, or sales of the Proposer company within the last ten years, and if so, an explanation providing relevant details.
	<b>B.3</b> Provide a statement of whether the Proposer or any of the Proposer's employees, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony, and if so, an explanation providing relevant details.
	<b>B.4</b> Provide a statement of whether there is any pending litigation against the Proposer; and if such litigation exists, an attached opinion of counsel as to whether the pending litigation will impair the Proposer's performance in a contract under this RFP.
	<b>B.5</b> Provide a statement of whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details.
	<b>B.6</b> Provide a statement of whether there are any pending Securities Exchange Commission investigations involving the Proposer, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Proposer's performance in a contract under this RFP.
	<b>B.7</b> Provide a brief, descriptive statement indicating the Proposer's credentials to deliver the services sought under this RFP.
	<b>B.8</b> Briefly describe how long the Proposer has been performing the services required by this RFP and include the number of years in business.

Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items
	<b>B.9</b> Describe the Proposer organization's number of employees, client base, and location of offices.
	<b>B.10</b> Provide a narrative description of the proposed project team, its members, and organizational structure.
	<b>B.11</b> Provide a personnel roster and resumes of key people who shall be assigned by the Proposer to perform duties or services under the contract (include estimated number of hours to be worked on the contract for each person, and the resumes shall detail each individual's title, education, current position with the Proposer, and employment history) as well as an organizational chart highlighting the key people who shall be assigned to accomplish the work required by this RFP and illustrating the lines of authority and designate the individual responsible for the completion of each service component and deliverable of the RFP.
	<b>B.12</b> Provide a statement of whether the Proposer intends to use subcontractors, and if so, the names and mailing addresses of the committed subcontractors and a description of the scope and portions of the work the subcontractors will perform.
	<b>B.13</b> Provide documentation of Proposer commitment to diversity as represented by its business strategy, business relationships, and workforce — this documentation should detail: <ul style="list-style-type: none"> <li>▪ a description of the Proposer's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, persons with a disability and small business enterprises</li> <li>▪ a listing of the Proposer's current contracts with business enterprises owned by minorities, women, persons with a disability and small business enterprises, including the following information               <ul style="list-style-type: none"> <li>○ contract description and total value</li> <li>○ contractor name and ownership characteristics (<i>i.e.</i>, ethnicity, sex, disability)</li> <li>○ contractor contact and telephone number</li> </ul> </li> <li>▪ an estimate of the level of participation by business enterprises owned by minorities, women, persons with a disability and small business enterprises in a contract awarded to the Proposer pursuant to this RFP, including the following information:               <ul style="list-style-type: none"> <li>○ participation estimate (expressed as a percent of the total contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics)</li> <li>○ descriptions of anticipated contracts</li> <li>○ names and ownership characteristics (<i>i.e.</i>, ethnicity, sex, disability) of anticipated subcontractors and supply contractors anticipated</li> </ul> </li> <li>▪ the percent of the Proposer's total current employees by ethnicity, sex, and disability</li> </ul> <p><b><i>Proposers that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and sub-contractors. Proposal evaluations will recognize the positive qualifications and experience of a Proposer that does business with</i></b></p>

Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items
	<i>enterprises owned by minorities, women, persons with a disability and small business enterprises and that offers a diverse workforce to meet service needs.</i>
	<p><b>B.14</b> Provide customer references for similar projects representing three or more accounts currently serviced (if there are fewer than three current accounts, provide references for all the current accounts) by the vendor and three or more completed projects.</p> <p>The references shall be provided to the State in the form of questionnaires that have been fully completed by the individual providing the reference. The State has included the reference check questionnaire to be used, as RFP Attachment 6.6.  <b>THE PROPOSER MUST USE THIS FORM, OR AN EXACT DUPLICATE THEREOF.</b></p> <p>The Proposer will be <u>solely</u> responsible for obtaining the fully completed reference check questionnaires, and for including them within the Proposer's sealed Technical Proposal. In order to obtain and submit the completed reference check questionnaire, the Proposer shall follow the process detailed below exactly:</p> <ol style="list-style-type: none"> <li>1. Proposer makes an exact duplicate (paper or Word electronic document) of the State's form, as it appears in RFP Attachment 6.6;</li> <li>2. Proposer sends the copy of the form to the reference it has chosen, along with a new, standard #10 envelope that is capable of being sealed;</li> <li>3. <b>Proposer directs the person providing the reference check feedback to complete the form in its entirety, sign and date it, and seal it within the provided envelope. The person may prepare a manual document or complete the exact duplicate Word document and print the completed copy for submission. After sealing the envelope, the person providing the reference <u>must sign his or her name in ink across the sealed portion of the envelope</u> and return it directly to the Proposer. The Proposer will give the reference check provider a deadline, such that the Proposer will be able to collect all references in time to include them within its sealed Technical Proposal.</b></li> <li>4. <b>When the Proposer receives the sealed envelopes from the reference check providers, the Proposer <u>will not</u> open them. Instead, the Proposer will enclose all of unopened reference check envelopes, in an easily identifiable larger envelope, and will include this envelope as a part of the written Technical Proposal. Therefore, when the State opens the Technical Proposal box, the State will find a clearly labeled envelope enclosed, which contains all of the sealed reference check envelopes.</b></li> <li>5. The State will base its reference check evaluation on the contents of these envelopes. <b><u>THE STATE WILL NOT ACCEPT LATE REFERENCES OR REFERENCES SUBMITTED THROUGH ANY OTHER CHANNEL OF SUBMISSION OR MEDIUM, WHETHER WRITTEN, ELECTRONIC, VERBAL, OR OTHERWISE.</u></b></li> </ol> <p>Each completed questionnaire must include:</p> <ul style="list-style-type: none"> <li>▪ the Proposer's name;</li> </ul>

Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items	
	<ul style="list-style-type: none"> <li>▪ the Reference's organization name;</li> <li>▪ the name of the person responding;</li> <li>▪ the signature of the person responding;</li> <li>▪ the title of the person responding;</li> <li>▪ the date the reference form was completed; and</li> <li>▪ responses to numbered items in RFP Attachment 6.6.</li> </ul> <p><b><i>Each evaluator will generally consider the results of reference inquiries by the State regarding <u>all</u> references provided.</i></b></p>	
<i>(Maximum Section B Score = 40)</i>		
<b>SCORE (for <u>all</u> Section B items above, B.1 through B.14):</b>		

## TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION C

<b>PROPOSER NAME:</b>			
<b>EVALUATOR NAME:</b>		<b>DATE:</b>	
<b>EVALUATOR SIGNATURE:</b>			
<b>SECTION C — TECHNICAL APPROACH</b>			
<p>The Proposer must address ALL Technical Approach section items and provide, in sequence, the information and documentation as required (referenced with the associated item references). A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:</p> <p style="text-align: center;"><i>0 = little value      1 = poor      2 = fair      3 = satisfactory      4 = good      5 = excellent</i></p> <p>The RFP Coordinator will multiply each item score by the assigned weight with the product being the item's raw weighted score for purposes of calculating the section score as detailed at the end of this table.</p>			

Proposal Page # (to be completed by Proposer)	Technical Approach Items	State Use ONLY		
		Score	Item Weight	Raw Weighted Score
	<b>C.1</b> Provide a narrative that illustrates the Proposer's understanding of the State's requirements.		1	
	<b>C.2</b> Provide a narrative that illustrates how the Proposer will complete the scope of services and accomplish the required objectives.		1	
	<b>C.3</b> Provide a narrative that illustrates how the Proposer will manage the project.		1	
	<b>C.4</b> Provide the following information regarding the individual that the Vendor is proposing to fulfill the requirements for an "on-site skilled network engineer," as expressed in pro forma Contract Section A.5.c: <ul style="list-style-type: none"> <li>Name</li> <li>Written summary of individual's relevant experience</li> <li>Résumé detailing relevant experience</li> </ul>		5	

Proposal Page # (to be completed by Proposer)	Technical Approach Items	State Use ONLY		
		Score	Item Weight	Raw Weighted Score
	<b>C.5</b> Provide a narrative that details the Proposer's approach to providing SNA maintenance services in geographically disbursed areas of Tennessee described in pro forma Contract A.1.a. This narrative must include the numbers of maintenance support staff available in each geographic area, along with a confirmation that support staff provided will be fully qualified to provide the services, as described in Contract Section A.4.		<b>3</b>	
<b>Total Raw Weighted Score:</b> <i>(sum of Raw Weighted Scores above)</i>				
<div> <div>Total Raw Weighted Score</div> <div>55</div> </div> <div> <div>X 30</div> <div><i>(maximum section score)</i></div> </div> <div>= SCORE:</div>				



**ATTACHMENT 6.4****COST PROPOSAL & SCORING GUIDE**

**NOTICE TO PROPOSER: This Cost Proposal MUST be completed EXACTLY as required.**

**PROPOSER NAME:**

**SIGNATURE & DATE:**

*NOTE: The signatory must be an individual or a company officer empowered to contractually bind the Proposer. If the Signatory is not the Proposer company chief executive, president, vice-president, or partner, this Cost Proposal SHALL attach evidence showing the Signatory's authority to bind the Proposer.*

**COST PROPOSAL SCHEDULE**

The proposed cost, detailed below, shall indicate the proposed price for providing the entire scope of service including all services as defined in the RFP Attachment 6.1, *Pro Forma Contract Scope of Services* for the total contract period. The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the State. All monetary amounts are United States currency.

The Proposer must not leave any cost cell blank; if the Proposer leaves any cost cell blank, the State shall disqualify the Proposer.

**MAINTENANCE SERVICES PROVIDED  
WITHIN THE PRINCIPAL PERIOD OF MAINTENANCE (PPM)  
(Upon contract execution the proposed costs will be transcribed to Contract Section C.3.a)**

<b>MATERIAL CODE</b>	<b>NEW AVAYA PEC CODE</b>	<b>OLD EQUIPMENT PEC CODE</b>	<b>EQUIPMENT MODEL NUMBER</b>	<b>DESCRIPTION</b>	<b>MAINT. COST PER ITEM PER MONTH</b>	<b>WEIGHT</b>	<b>WEIGHTED COST</b>
407661842	SAME	21945	3610-A4-001	3610 MLTR DSU S/A		626	
407661057			MSD4C	CTS Modem Sharing Device		150	
106224173	SAME	22046	6821-G1-013	MEMORY EXP/UIP		1	
107730087	26638	22833	3000-F1-001	SHARED DIAG. CONTROL PANEL		20	
107730467	26639	22834	3000-F1-002	SHARED DIAGNOSTIC UNIT SDU		98	
107814568	26778	25154	25154	CHANNEL MODULE, 4 PORTS		498	
107814592	26780	25160	25160	QUAD RS232 LINK INTF		334	
406428169	SAME	25397	25397	741 EXPANSION ENC		1	

**MAINTENANCE SERVICES PROVIDED  
WITHIN THE PRINCIPAL PERIOD OF MAINTENANCE (PPM)  
(Upon contract execution the proposed costs will be transcribed to Contract Section C.3.a)**

<b>MATERIAL CODE</b>	<b>NEW AVAYA PEC CODE</b>	<b>OLD EQUIPMENT PEC CODE</b>	<b>EQUIPMENT MODEL NUMBER</b>	<b>DESCRIPTION</b>	<b>MAINT. COST PER ITEM PER MONTH</b>	<b>WEIGHT</b>	<b>WEIGHTED COST</b>
106220726	SAME	1345-101	6831-D1-100	BASE SFTW/6830		1	
106794332	SAME	1345-300	6824-D1-201	NMW SFTW		1	
106794431	SAME	1345-301	6825-D1-200	FULL FEAT WGS SFTW		3	
160114	SAME	1345-402	6825-D4-200	ALTERNATIVE FULL FEATURE WS SW		3	
160117	SAME	1345-540	6825-D4-530	FULL FTR WS SW UPGRD		3	
107551145	SAME	2165-CAR	3000-B1-201	3000 CARRIER SHELF W/115V AC POWER MODULE		98	
107564577	2176-CC1	2262-CC1	3611-B3-001	3611 R3 CARRIER CARD DSU		261	
107562290	2176-SD5	2262-SA1	3610-A3-001	3610 R3 STANDALONE DSU		1	
107560534	2177-SA2	2270-SA2	3820-A1-001	3820 2 WIRE DIAL STANDALONE 110V		1	
107564866	2177-SA3	2938-101	3830-A1-001	3800 STANDALONE DIAL MODEM		1	
107565202	2177-SB1	2270-SB1	3981-B1-001	3811 PLUS V.34 NEST 2W		40	
107132441	22099	2202-027	6800-F4-027	16 MB MEMORY UPGRADE PKG		1	
106509631	SAME	2202-101	6825-B1-113	FULL FEATURE WGS		3	
106819576	SAME	2202-102	6825-B 1-112	BASIC WGS		2	
107061285	SAME	2202-416	6825-B4-115	FULL FEATURE WH SW		1	
107103277	SAME	2202-425	6800-B4-115	FULL FEATURE WSHW UP		1	
107564585	2176-C32	2262-C32	3611-B3-002	3611 R3 DSU W/INT 14.4 KBPL RES		1	
107564593	2176-CTM	2262-CTM	3611-B3-003	3611 R3 DSU W/INT TDM MODULAR		1	
107562589	2176-S32	2262-S32	3610-A3-002	3610 R3 W/INTG 14.4 KBPS RES		1	
107562597	2176-STM	2262-STM	3610-A3-003	3610 R3 DSU W/INTEGRAL TDM		40	
107560500	2177-SA1	2270-SA1	3810-A1-001	3810 2/4 WIRE DIAL/LEASE STANDALONE		1	
107816100	26693	2512-21M	2512-21M	721 MINI-MUX; POWER 3001A PROC		1	
111920	SAME	2512-SW1	719SW1	SWITCHING MUX-BASIC		1	
107803066	26745	2513-740	2513-740	740 ACCULINK CHASSIS		33	

<b>MAINTENANCE SERVICES PROVIDED</b> <b>WITHIN THE PRINCIPAL PERIOD OF MAINTENANCE (PPM)</b> <b>(Upon contract execution the proposed costs will be transcribed to Contract Section C.3.a)</b>							
<b>MATERIAL CODE</b>	<b>NEW AVAYA PEC CODE</b>	<b>OLD EQUIPMENT PEC CODE</b>	<b>EQUIPMENT MODEL NUMBER</b>	<b>DESCRIPTION</b>	<b>MAINT. COST PER ITEM PER MONTH</b>	<b>WEIGHT</b>	<b>WEIGHTED COST</b>
107816191	26748	2513-74A	2513-74A	REDUNDANT 740 MUX WITH CSU		1	
107816241	26754	2513-84A	2513-84A	REDUNDANT 740 MUX WITH CSU		1	
107812869	26837	2513-74M	2513-74M	742 AFN WITH CSU		1	
107816258	26755	2513-84C	2513-84C	SIMPLEX 740 AFN W/CSU		1	
107816274	26757	2513-84F	2513-84F	SIMPLEX 745 AFN W/3 LINKS		1	
406594572	SAME	2513-84G	2513-84G	SIMPLEX 741 AFN W/CSU		1	
406537159	SAME	2515-73A	2515-73A	ACCULINK 731 DSU/CSU		1	
407661958	21951	N/A	3611-B4-001	56K DSU RACK MOUNT		1	
107565319	2177-SB3	N/A	3982-A1-401	3820 PLUS V-34, 2 WIRE S/A MODEM		1	
160688	SAME	4590-PMR	4590-PMR	NETCARE PREMIER SERVICE (SEE CONTRACT ATTACHMENT A)		1	
<b>TOTAL MAINTENANCE WITHIN THE PPM COST (T1):</b>							

**MAINTENANCE SERVICES PROVIDED UNDER SPECIAL CIRCUMSTANCES WITHIN THE PPM (Upon contract execution the proposed cost will be transcribed to Contract Section C.3.b):**

	HOURLY RATE	WEIGHT	WEIGHTED COST (T2)
<u>Hourly Rate</u> to Provide Maintenance Services Under Special Circumstances Within the PPM (Contract Section C.3.b)		150	

**MAINTENANCE SERVICES PROVIDED OUTSIDE THE PPM (Upon contract execution the proposed cost will be transcribed to Contract Section C.3.c):**

	HOURLY RATE	WEIGHT	WEIGHTED COST (T3)
<u>Hourly Rate</u> to Provide Maintenance Services Outside the PPM (Contract Section C.3.c)		100	

<i>The RFP Coordinator shall use the evaluation cost amount derived from the proposed cost amounts above and the following formula to calculate the COST PROPOSAL SCORE. Calculations shall result in numbers rounded to two decimal places.</i>			<b>Evaluation Cost Amount:</b> <i>(sum of all weighted cost amounts above [T1+T2+T3])</i>	
<b>Lowest Evaluation Cost Amount from <u>all</u> Proposals</b> <hr/> <b>Evaluation Cost Amount Being Evaluated</b>	<b>X 30</b> <i>(maximum section score)</i>	<b>= SCORE:</b>		

## ATTACHMENT 6.5

PROPOSAL SCORE SUMMARY MATRIX						
RFP Coordinator			Date			
<b>QUALIFICATIONS &amp; EXPERIENCE</b> Maximum Points: 40	PROPOSER NAME		PROPOSER NAME		PROPOSER NAME	
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>	
<b>TECHNICAL APPROACH</b> Maximum Points: 30						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>	
<b>COST PROPOSAL</b> Maximum Points: 30	<b>SCORE:</b>		<b>SCORE:</b>		<b>SCORE:</b>	
<b>PROPOSAL SCORE</b> Maximum Points: 100	<b>TOTAL SCORE:</b>		<b>TOTAL SCORE:</b>		<b>TOTAL SCORE:</b>	

**ATTACHMENT 6.6**

**STATE OF TENNESSEE  
ERP CONSULTING SERVICES RFP  
317.03-128  
REFERENCE INFORMATION QUESTIONNAIRE**

Proposer's Name: \_\_\_\_\_

Reference (Client Organization) Name:

\_\_\_\_\_

Person Responding To This  
Request for Reference Information:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature (**MUST BE THE SAME AS THE SIGNATURE  
ACROSS THE ENVELOPE SEAL**)

Person's Title: \_\_\_\_\_

Date Reference Form Was Completed: \_\_\_\_\_

NOTE: Reference should complete responses to the seven items that appear on the following pages. If completed using a Word document, use as much space as required. If completed manually, record response in space provided.

1. Describe the services provided by the vendor to your organization.
2. Please rate your overall satisfaction with the vendor on a scale of 1 to 5, with 1 being “least satisfied” and 5 being “most satisfied.”
3. If you answered 3 or less to the previous question, what could the vendor have done to improve their rating?
4. Please indicate your level of satisfaction with the Proposer’s project management structures, processes, and personnel? Use a scale of 1 to 5; with 1 being “least satisfied,” and 5 being “most satisfied.”
5. Rate your level of satisfaction with the vendor’s line-level staff (e.g., service technicians, network engineers, etc.). Use a scale of 1 to 5; with 1 being “least satisfied” and 5 being “most satisfied.”

6. As far as you know, has the vendor remained (or did the vendor remain) in compliance with the contract throughout their provision of services to your organization? If not, please explain.
7. Would you use the services of the vendor again? Indicate on a scale of 1 to 5: with 1 being “absolutely not” and 5 being “absolutely yes”.